

Tim Burklew
Anna Burklew
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18900 NE 3rd Ct. 509
Miami Florida 33179

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

Tim Burklew

Case No:

and

Anna Burklew

Florida residents,

Plaintiffs

v

BMB Matrix LLC

A Delaware Corporation

Defendant

COMPLAINT

The Plaintiffs Tim Burklew and Anna Burklew, (hereinafter the "Plaintiffs") hereby files this Complaint against the Defendant BMB Matrix LLC, a Company incorporated under the laws of Delaware, having its principal place of business located at 1617 JFK Blvd 20th Floor Philadelphia, PA 19103 (hereinafter the "Defendant") and further state as follows:

JURISDICTION AND VENUE

1. Jurisdiction is proper in this case as the US District Courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds the sum

or value of \$75,000, exclusive of interest and costs, and is between citizens of different States. Jurisdiction is therefore proper under 28 U.S.C. § 1332.

2. Venue is proper in this District pursuant to 15 U.S.C. §§ 15(a), 22 and 28 U.S.C. §§ 1391(b), (c), and (d) because, during the relevant period, Defendants resided, transacted business, were found, or had agents in this District.
3. This Court has *in personam* jurisdiction over Defendants because the Defendant resides and transacts business in this District.

THE PARTIES

The Plaintiffs

4. The Plaintiffs Tim Burklew and Anna Burklew are both Florida residents who owned online stores with both Ebay and Etsy. The Plaintiffs contracted the online services of the Defendant BMB Matrix LLC for the purposes of boosting online sales with both Ebay and Etsy respectively.

The Defendant

5. The Defendant BMB Matrix LLC holds itself out to be an industry leader in turnkey e-commerce store building and delivery. The Company claims entrepreneurs from all walks of life turn their dreams into reality. Our turnkey stores allow you to sell anything in the world almost immediately. We allow you to gain your freedom from the regular 9-5 job. Removing barriers to online commerce helps start more new businesses, accelerates the growth of existing businesses, and increases economic output and global trade.

STATEMENT OF THE FACTS

6. On or about August 15 2023, the Defendant BMB Matrix LLC presented a written contract to the Plaintiffs (hereto attached as Exhibit A)
7. The contract provided for the Defendant rendering services in the form of the Defendant facilitating an online store for Plaintiff through third party eBay and which agreement also guaranteed to generate profits for the Plaintiffs online business.
8. Particularly the Plaintiffs signed up for the Defendant's Standard eBay package which entailed the Defendant supplying the client with products across all platforms included in the package. The package includes the following business build-out:
 - (i) Marketplace buildouts (100 products)

- (ii) eBay United States
 - (iii) Etsy United States
 - (iv) Guaranteed 30% Profit Margin
9. In sum, the Defendants guaranteed the Plaintiffs 100 items in its online store plus 100 items in an Etsy store
10. The Plaintiffs, upon accepting the Defendant's proposal conveyed to the Defendants the sum of \$9,995 for the services promised to Plaintiffs in the Defendant's Agreement for services.
11. The Plaintiffs state that after receiving the contract sum of \$9995.00, the Defendant never brought in more than 44 items for the EBay store, and the Plaintiff's Etsy store never even received a single item, out of the 100 items which the Defendant had promised.
12. Plaintiffs state that in light of the foregoing lack of Service by the Defendant, EBay then suspended Plaintiff's store services because of there being too many complaints on how it was managed.
13. Plaintiffs state that in the Defendant's contract for services they also provided a guarantee that if they [the Defendant] did not make \$9,995.00 in profits by the end of the year, the Plaintiffs would receive a refund of the difference between the \$9,995.00 and what the Plaintiffs made, which was essentially \$0.
14. Plaintiffs in light of the foregoing seek damages in the amount of \$9,995.00 and as for causes of action, further states as follows:

PLAINTIFF'S FIRST CAUSE OF ACTION

Breach of Contract

15. Plaintiffs restate the facts and allegations in the preceding paragraphs and further allege as follows:
16. In Pennsylvania, a contract is an agreement between two or more parties that is enforceable by law. Contracts can be made orally or in writing, but certain types of contracts must be in writing to be enforceable.
17. To be enforceable, a contract should have the following elements, to wit:
- Offer: One party must make an offer to the other party.
 - Acceptance: The other party must accept the offer.
 - Consideration: Each party must give something of value to the other party.
 - Mutual assent: Both parties must agree to the terms of the contract. In

addition to these elements, certain types of contracts must be in writing to enforceable. These include contracts for the sale of real estate, contracts for the sale of goods for \$500 or more, and contracts that cannot be performed within one year. If one party breaches a contract, the other party may be able to sue for damages. Damages are intended to compensate the non-breaching party for their losses. The amount of damages that can be awarded will depend on the specific facts of the case.

18. Plaintiffs asserts that a valid contract existed between the Plaintiffs, and the Defendant BMB Matrix to provide services to the Plaintiffs benefit, in exchange for the Plaintiffs rendering \$9,995.
19. Plaintiffs assert further that the Defendants BMB Matrix failed to provide the Services as described in the Defendant's service agreement dated August 15, 2023, which is hereto attached as Exhibit A.
20. In light of the foregoing, the Plaintiffs claim damages for breach of contract in the total amount of \$9,995

SECOND CAUSE OF ACTION

INTENTIONAL INTERFERENCE WITH CONTRACT RELATIONS

21. Plaintiffs restate the facts and allegations in the preceding paragraphs and further allege as follows:
22. In the State of Pennsylvania, Intentional interference with contractual relations requires the following elements: "(1) the existence of a contractual relationship; (2) an intent on the part of the defendant to harm the plaintiff by interfering with that contractual relationship; (3) the absence of a privilege or justification for such interference; and (4) damages resulting from the defendant's conduct." *Hennessy v. Santiago*, 708 A.2d 1269, 1278 (Pa. Super. Ct. 1998) (citing *Triffin v. Janssen*, 626 A.2d 571, 574 (1993)). A fundamental requirement of interference with contractual relations is the existence of a contract between the plaintiff and a third party. E.g., *Nix v. Temple Univ. Of Commw. Sys. Of Higher Educ.*, 596 A.2d 1132, 1137 (Pa. Super. Ct. 1991) ("The tort of interference with contract is defined in terms of unprivileged interference with a contract with a third party. Essential to the right of recovery on this theory is the existence of a contractual relationship between plaintiff and a party other than the defendant."); *Glenn v. Point Park Coll.*, 272 A.2d 895, 898 (Pa. 1971); see generally *RESTATEMENT (SECOND) OF TORTS* § 766.

23. Plaintiffs argue that

- (I) There was the existence of a contractual relationship between the Plaintiffs and with Ebay and Etsy respectively, prior to the Defendant BMB Matrix LLC offering to boost Plaintiff's sales.
- (II) There was an intent on the part of the defendant BMB Matrix to harm the plaintiffs by interfering with that contractual relationship between Plaintiff and EBay and Etsy respectively. This is evident by the Defendant BMB Matrix's course of conduct in not delivering to Plaintiffs expectations, with the Defendants knowing fully well that EBay closes accounts of individuals for lack of sales activity.
- (III) Plaintiffs state that there was no justification for the Defendant BMB Matrix's conduct.
- (IV) Plaintiffs suffered damages in the amount of \$9,995 in losses including of \$70,000 in lost projected online sales and further income between the months of August to the present.

RELIEF SOUGHT

WHEREFORE, the Plaintiffs, Tim and Anna Burklew hereby request that the Court grants the following relief, to wit:

- (i) Damages for Breach of Contract in the amount of \$10,000.
- (ii) Damages for the Defendant's tortious interference with the Plaintiff's Contract Relations with EBay and Etsy in the amount of \$70,000.
- (iii) Costs of suit.
- (iv) Any further damages that this Court is willing to allow.

Plaintiffs further seek a jury trial on all triable issues.

Respectfully Submitted

s/ Tim Burklew



Tim Burklew

Plaintiff, pro se

s/ Anna Burklew



Anna Burklew
Plaintiff, pro se

Dated December 1 2023

Tim Burklew

Tim Burklew

Plaintiff, pro se

Anna Burklew
s/ Anna Burklew

Anna Burklew

Plaintiff, pro se

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12 DEC 2023 PM



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U.S. DISTRICT COURT
EASTERN DISTRICT
OF PENNSYLVANIA

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